

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**ANYWHERECOMMERCE, INC.
and BBPOS LIMITED,
Plaintiffs,**

v.

**INGENICO INC., INGENICO CORP.
and INGENICO GROUP, SA,
Defendants.**

**CIVIL ACTION NO.
1:19-cv-11457-IT**

**MOTION TO EXPEDITE MOTION FOR LEAVE TO FILE MOTION FOR SUMMARY
JUDGMENT AND MOTION FOR SUMMARY JUDGMENT**

Defendants Ingenico Inc., Ingenico Corp. and Ingenico Group, SA (collectively, “Ingenico”) hereby request this Court to (1) expedite briefing and consideration of Ingenico’s Motion for Leave to File Motion for Summary Judgment on BBPOS Limited’s Breach of Contract Claim (the “Motion for Leave”); and (2) if the Court grants the Motion for Leave, to expedite briefing and consideration of Ingenico’s Motion for Summary Judgment on BBPOS Limited’s Breach of Contract Claim (the “SJ Motion”).

Pursuant to Local Rule 7.1(b)(2), the deadline to oppose Ingenico’s Motion for Leave is 14 days after service. Based on the expected filing date of the Motion for Leave, the deadline (without expedition) of any opposition to that Motion would be one week or less before the scheduled trial of April 24, 2023. In addition, pursuant to Local Rule 7.1(b)(2), the deadline to oppose a motion for summary judgment is 21 days after service. If the Court grants the Motion for Leave, the deadline (without expedition) for filing any opposition to the SJ Motion would be during or after trial.

Granting the SJ Motion as to BBPOS Limited’s claim for breach of contract would narrow the issues for trial. However, without expediting briefing and consideration of both the

Motion for Leave and the SJ Motion, the summary judgment issue could not be resolved before trial.

Accordingly, Ingenico respectfully requests the Court to expedite briefing and consideration of the Motion for Leave and, if that Motion is granted, to expedite briefing and consideration of the SJ Motion, which would promote efficient adjudication of this matter. Ingenico requests the Court to set schedules that would provide the Court adequate time to consider and rule on the Motion for Leave and the SJ Motion such that the Court's rulings could be taken into account in the upcoming trial.

Dated: April 2, 2023

Respectfully submitted,
INGENICO INC., INGENICO CORP. AND
INGENICO GROUP, SA,

By their attorneys,

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CERTIFICATE OF SERVICE

I hereby certify that on April 2, 2023, I caused to be served via electronic mail a true copy of the within document on the following counsel of record:

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Rule 7.1(a)(2) Certification

I certify that counsel for Defendants have conferred with opposing counsel and attempted in good faith to resolve or narrow the issue.

/s/Jeffrey K. Techentin